

Request for Proposal

NUMBER RFP 06-66

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

**Project Contract Administration Consulting Services
for the
Metro District Energy System**

***Dan A. McDougal, J.D.
Rule 31 Listed General Civil Mediator
Division of Purchasing and Contract Management***

This proposal solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the offeror may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

E-mail address _____

 e-mail

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Attachments (Contract for Services, Affidavits, List of Proposed Small Businesses, Insurance Requirements, ACH Authorization)

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Request for Proposal

1) Introduction/Overview

A) Purpose/Objective

The Metropolitan Government of Nashville and Davidson County ("Metro") is seeking competitive proposals from qualified firms to provide **Project Contract Administration** Management Services for the Metro District Energy System.

B) Background

The new ***Metro Nashville District Energy System (DES)***, which replaced the ***Nashville Thermal Transfer Corporation***, has been implemented with several important objectives in mind:

- To utilize state-of-the art equipment with high reliability;
- To keep costs as reasonable as possible and predictable to the customers;
- To be an attractive facility, both visually and to the environment;
- To be a long lasting project that contributes positively to the economic stability and growth in downtown Nashville.

Presently, the DES energy generation facility (EGF) produces steam and chilled water for the heating and cooling needs of forty (40) buildings in the downtown business district. Both private and public buildings are served by the system through an energy distribution system (EDS) of below ground pipes, control valves, and connections. Commercial operations of the new EGF began December 17, 2003, approximately seven (7) months ahead of schedule. The facility has operated with no "downtime" or loss of heating or cooling service to the customers, and has proven to be extremely reliable in its operations (see also DES web site link: <http://www.nashville.gov/des/>).

Constellation Energy Products and Services (CEPS), Metro's contractor for the design, build, and operation of the facility has worked closely with Metro to insure a smooth transition to the new system and to provide customers with reliable service. Under a fifteen (15) year management agreement with Metro, CEPS operates the facility, provides maintenance of the distribution system, and is responsible for the billing of service to the customers. The DES facility employs 24 people, including 19 former NTTC employees. The facility is in continuous operation and maintains staffing 24 hours a day, 7 days a week.

Funding for the construction of the new EGF, its interconnection to the existing EDS, and certain improvements to the existing EDS was provided through the issuance of District Energy System Revenue Bonds, 2002 Series A. The EGF and all distribution components are assets of Metro

Government. **SunTrust Bank** is the appointed Trustee by Metro Government under the General Bond Resolution. The Trustee manages receipt of revenues and disbursements through designated accounts as required. **Metro Finance Department** personnel oversee the administration of the accounts, and insure compliance with the terms of the General Resolution.

Through a contract with Metro Government, the **Project Contract Administrator** for the DES provides monitoring of operations and system maintenance, system and new customer development, rate development, invoice approval, coordination of customer related activities, contract compliance, budget preparation, and other administrative duties as required.

The largest customer of the DES is the State of Tennessee, with fourteen (14) buildings presently on the system, including the State Capitol. Metro Government has ten (10) buildings served by the system. The EGF utilizes 9 chillers to produce chilled water for air conditioning needs, and 4 boilers that produce steam for building heating. The facility has the capacity to provide 23,400 tons of chilled water and 260,000 pounds of steam.

The DES facility was constructed at a cost of \$48.3 million. The annual operating budget for the DES is \$23,436,000 for FY 2006-2007. Capital projects are planned for both EDS repairs and new customer connections during each fiscal year.

On July 23, 2004 **Mayor Bill Purcell** signed an Executive Order creating the nine (9) member District Energy System Advisory Board with the following missions;

- To ensure effective and efficient utilization of the District Energy System
- To ensure dependable and cost effective services to the system's customers, and
- To ensure compliance with all applicable laws, regulations, and relevant bond covenants.

The Metro DES Liaison or designated staff, along with the DES **Project Contract Administrator**, serve as staff to the District Energy System Advisory Board.

Metro Nashville Government desires to select a **Project Contract Administrator** who will continue the duties and responsibilities as required by section 17.01 (C) of the Management Agreement with CEPS, as well as the duties and responsibilities defined in the scope of services within the offeror's agreement with Metro Government.

Metro invites proposals from only fully qualified and experienced firms.

It should be noted that principal proposers should have at least five (5) years of successful experience in the areas of District Energy System development, operations or oversight, utility rate development, general construction monitoring and mechanical engineering work, and customer service contract administration. The proposers should have advanced knowledge of energy conversion systems and thermal transfer engineering principals. Proposers must have the ability to prepare and maintain detailed budget information and records, and to provide reports to Metro, customers, and Metro Council on all relative financial matters as required.

Submitted proposers should follow all instruction requirements listed in the documents.

Metro desires to employ the best-qualified proposer or proposers who in its opinion will continuously provide top quality service, product quality, and generally create goodwill within the Metro DES. As such, these criteria will be most important in the final selection process, and the right is reserved by Metro to reject all proposals or any proposal for whatever reason including non-conformance with the proposal document formats as requested. The final decision made by Metro will be made in its over all best interest.

C) Inquiries

Direct questions related to this RFP 06-65, to Dan A. McDougal, J.D., and submit such questions in writing. Include the RFP number, page, and paragraph number for each question.

If you mail the questions to the Division of Purchases, do not place the RFP number on the outside of the envelope containing questions, as it may be improperly identified as an envelope with a sealed proposal and may not be opened until after the official RFP due date.

Send all questions by fax or e-mail to Dan A. McDougal, J.D. at the Division of Purchases and Contract Management, by fax at (615) 862-6179 or via email at dan.mcdougal@nashville.gov. Offerors must clearly understand that the only official answer or position of the government will be the one stated in writing. For general questions, call (615) 862-6668.

D) Method of Source Selection

Metro is using the Competitive Sealed Proposals method of source selection, as authorized by Section 4.12.040 of the Metropolitan Procurement Code, for this procurement.

An award, if made, will be made to the responsible offeror whose proposal is most advantageous to Metro, taking into consideration similar projects managed, service, quality, creativity, management

expertise, and the other factors set forth in this Request for Proposal. Metro will not use any other factors or criteria in the evaluation of proposals received.

Metro may, as it deems necessary, conduct discussions with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference will be held on Tuesday, September 12, 2006 at 2:00 P.M., CT, and will be held in the Division of Purchasing and Contract Management Conference Room, 222 Third Avenue North, Sixth Floor, Nashville TN 37201.

A guided inspection tour of the Metro District Energy Generation Facility will occur on this day by Tim Hestle, General Manager, CEPS, at telephone # (615) 742-1883, e-mail: tim.hestle@constellation.com

Although the above meetings are not mandatory, we encourage all proposers to attend if possible as important discussions will be presented and reviewed.

F) Pre-Solicitation Questions and Answers

Submit all questions by e-mail by xx, 2006 to:

Dan A. McDougal, J.D.
Metro Division of Purchases and Contract Management
222 Third Avenue North, Suite 601
Nashville, TN 37219-6300
Email address: dan.mcdougal@nashville.gov

Metro urges all prospective offerors to submit written questions. Written answers will be sent to all prospective offerors via amendment after the Pre-proposal Conference.

G) Minimum (General) Criteria the Metro Government Will Use to Determine the Responsiveness of Each Offeror

Proposer must meet the following minimum qualifications. Failure to satisfy the minimum qualifications may result in rejection of the proposal.

Minimum (General) Criteria the Department will use to determine the "Responsibility" of each Offeror:

- ◆ Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?

- ◆ Can the Offeror take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- ◆ Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- ◆ Has the Offeror performed satisfactorily in previous contracts of similar size and scope?
- ◆ Does the Offeror propose to perform the work at a fair and reasonable cost to the Department?

H) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. Metro reserves the right to adjust this timetable as required during the course of the Solicitation process.

<u>Event</u>	<u>Date</u>
RFP Issued	August 31, 2006
Deadline for submittal of questions	September 8, 2006
Pre-Proposal Conference	September 12, 2006
Amendment Issued for answers to written questions	September 15, 2006
Proposals due	October 11, 2006
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

2) Duties and Responsibilities of Contractor:

Contractor agrees to provide and Metro agrees to purchase Metro DES Administration Consulting Services **for the Provision of Operational Oversight of the Metro Nashville District Energy System** more specifically described as follows:

The Metropolitan Nashville District Energy System desires to obtain contracted consulting services to provide:

1. On-Going coordination and administrative oversight of the District Energy System operations to ensure services to DES customers continue at a high level of performance. Conduct regular monitoring activities of the operations contractor and provide Metro with reports and recommendations concerning the contractor's performance.

Must participate in monthly DES operations management meetings

Must participate in one monthly activity coordination teleconference

Must provide quarterly performance monitoring and report of operator compliance. May be required to provide more frequent monitoring as determined by Metro.

2. Planning and development activities with designated Metro personnel in the preparation of operational and capital budget requests and coordination of all necessary activities related to bond funding obligations including the review and development of customer rate structure.

Must maintain budget preparation records and prepare necessary information for operational and capital budget requests. Must maintain records and provide reports on all capital project expenditures.

3. Ensuring the responsibilities of Metro Government in the customer service agreements are met, and that all necessary rate projections and funding requests are made in accordance with all bond resolution requirements.

Must prepare information for Bond Summary Official Statement and up-date usage and financial projections as required by the Bond Obligation.

Must prepare annual report summarizing operations and maintenance and provide other required reporting per the Agreements, Bond Resolution, and Authorizing Ordinance for the DES project.

4. In coordination with designated Metro personnel, review and approve customer invoices, contractor pay requests, and invoices to the District Energy System.

Must utilize regular mail, e-mail, and fax communications to process invoice approvals and reimbursement requests. Must review payments for proper account posting prior to approvals.

5. In coordination with designated Metro personnel, interact with DES customers, the DES operating contractor, and the DES Advisory Board to coordinate meetings and provide information and assistance with communications and information related to the DES operations.

Must plan, develop agendas, and facilitate quarterly meetings with the DES Advisory Board and annual meetings with DES customers.

Must provide customers with assistance in responding to requests for information of technical nature such as rate structure and capacity charges.

6. Provide ongoing review and oversight to assist Metro Government with the purchase of natural gas, and evaluation of gas purchasing methods and procedures.

Must actively participate in natural gas purchasing decisions and price-hedging strategy with assigned contractors and designated Metro personnel. Must maintain historical and current

information on natural gas usage and rates.

7. Provide engineering and other subcontractor services, including construction project management services, to support the development of the DES and to provide consultation for expansion as a result of new customer contracts. Provide services to secure new customer contracts, and process contracts in accordance with the Management Agreement and Metro requirements.

Qualified professional engineers (P.E.) must be maintained (Contractor may be an Engineering firm) to assist in developing projects including: design, cost/benefit analysis of new installations, major equipment repair and replacement review and recommendations, and other engineering tasks as may be necessary.

8. Provide oversight to public relations activities including marketing efforts and maintenance of the DES web site.

Must coordinate P.R. activities including newsletter development and marketing activities performed by operating contractor.

9. Provide Metro Government with requested information and serve as the Project Administrator as referred to in any of the DES Agreements.

Must maintain required records on DES operations including, but not limited to, budget information, gas purchasing, rate structures, customer ownership transfers, customer data, service agreements, and management agreement.

3) Metro Responsibilities

Metro will provide the offeror requested applicable documentation, access to buildings/facilities and equipment required for the offeror to develop his proposal to meet the requirements of this RFP. Metro will monitor the performance of the selected service provider through the designated Metro staff including, but not limited to the Metro Finance Director's representative, DES Advisory Board, or other personnel as may be determined by Metro. Such monitoring may include, but is not limited to review and approval of service provider pay requests/invoices, active participation in meetings, planning and development discussions, budget preparation, and required procurement activities.

4) Term of Contract

Five (5) years.

5) Reporting Requirements

The contractor is to report to designated Metro personnel under this contract, both verbally and in writing, the details of the on-going progress of this contract through daily interaction and coordination in their conducting of normal business.

6) Metro's Right to Inspect

Metro shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

7) Terms and Conditions of Contract for Services

A contract resulting from this Solicitation shall be subject to the terms and conditions set forth in the attached Contract for Services.

8) Assistance to Small Businesses

Incentive for Small Business Participation

Metro provides an incentive to Proposers to maximize the usage of small businesses in the performance of the contract. In the evaluation of proposals, Metro rewards Proposers for committing to use small businesses as subcontractors by considering the minimum percentage of total contract dollars of committed small business subcontractor participation. This includes use of local small businesses as vendors, suppliers, and other sub-contractor status arrangements. In addition, if the Proposer is a small business, Metro rewards the Proposer for the amount of work it commits to self-perform. The relative percentage of total committed small business participation in a particular Proposer's proposal will determine how many points it receives in the small business participation category.

Assistance in Locating Small Businesses

Proposers who desire assistance in locating potential small business subcontractors and suppliers are encouraged to contact Ms. Roxianne Bethune, Metro's Small Business Liaison Officer, at (615) 862-5461 or Roxianne.Bethune@nashville.gov.

Definition of Small Business

A "small business" means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field. In addition, in order to qualify as a small business for purposes of this Solicitation, a business must meet the standards set forth on the *Affidavit for Claiming Status as a Small Business* included as an attachment to this RFP.

Documentation Requirements

Proposer must complete the *List of Proposed Small Businesses* Exhibit to this Solicitation and submit the Exhibit with the Proposal to make a commitment to use subcontractors that are small businesses and/or to claim small business status. Changes to the list of proposed small businesses must be approved in advance, in writing, by Metro. Such changes are generally not permitted.

Proposer shall collect and submit with its Proposal an *Affidavit for Claiming Status as a Small Business* from each proposed small business included in the proposal.

Progress Payments to the Contractor

As a condition of progress payments to the contractor, Metro will require that Contractor submit evidence of participation of and Contractor's payment to all small businesses participating in any resultant Contract.

This evidence shall be submitted with each invoice and shall include copies of subcontracts, subcontractors' applications for payment, subcontractors' certified payrolls, and proof of payment to small business subcontractors; and purchase orders, Invoices, and proof of payment to small business suppliers.

Metro Remedies for Misrepresentation

If, during the course of the Contract, Contractor fails to maintain the level of small business participation committed to in the Contractor's Proposal, or if any material representation made in Contractor's proposal concerning the small business status of any Subcontractor or Contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a small business is shown to be false, Metro may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, terminate the Contract. Further, in the event that Metro terminates the contract, the Contractor shall pay Metro's full procurement costs, including, without limitation, any costs associated with procurement delays.

Metro will institute debarment proceedings against any Proposer that misrepresents in a proposal any material fact concerning the small business status of itself or any subcontractor or Proposer's involvement in the ownership, operation or management of any subcontractor claiming status as a small business. In addition, Metro may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by Metro as a result of the Contractor's failure to maintain the level of small business participation committed to in the Contractor's proposal.

9) Instructions for Proposal

A) Compliance with the Request for Proposal

Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Metro may rescind its acceptance of the Offeror's proposal.

C) Delivery of Proposals

All proposals are to be delivered before **3:00 p.m., CT**, Nashville local time on Wednesday, October **11, 2006** to:

Metropolitan Government of Nashville and Davidson County
Division of Purchasing and Contract Management
Mr. Dan A. McDougal, J.D.
222 Third Avenue North, Suite 601
Nashville, TN 37201

Metro will not accept any proposals received after 3:00 P.M. and shall return such late proposals to the Offeror.

Offeror must **submit one (1) original**, and **six (6) numbered copies** of the proposal, plus one **(1) electronic version on CD (total of 8)**. All copies must be identical to the original. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of proposers will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

D) Evaluation of Proposals (Procedure)

Metro will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements. Therefore, **Offerors should exercise particular care in reviewing the Proposal Format required for this RFP.**

The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short-listing the proposals that are potentially acceptable and acceptable.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Metro may request presentations by Offerors, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.

Metro reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references will be checked for each short-listed offeror.

The Metro Purchasing Department reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate.

Receipt of a proposal by the Metro Purchasing Department or a submission of a proposal to the Metro Purchasing Department offers no rights upon the Offeror nor obligates the Metropolitan Government of Nashville-Davidson County in any manner.

The Purchasing Agent reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract.

E) Ambiguity, Conflict, or Other Errors in the RFP

If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the Department of Purchasing of such error in writing and request modification or clarification of the document. The Department of Purchasing will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Metro Purchasing Department.

The offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal prior to submitting the proposal or it shall be waived.

F) Proposals and Presentation Costs

Metro will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

G) Rejection of Proposals

The Purchasing Agent reserves the right to accept or reject in whole or in part any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

H) Acceptance of Proposals

The Purchasing Agent shall accept all proposals that are submitted properly. However, the Purchasing Agent reserves the right to request clarifications or corrections to proposals.

I) Requests for Clarification of Proposals

Requests by the Purchasing Agent for clarification of proposals shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal.

J) Validity of Proposals

All proposals shall be valid for a period of 6 months from the opening date of the Request for Proposal.

K) Response Format

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. All questions will be included before the responses and each question must be answered completely. Failure by an offeror to include all listed items may result in the rejection of its proposal.

- **Tab I, Management Summary and Qualifications**

Provide a cover letter indicating the underlying philosophy of your firm in providing the services described in this RFP. Include answers to the following questions:

- a. Proposers should describe in great detail how they propose to meet the Specifications, including:
 - (1) Number, qualifications, duties, and authority of full-time personnel and, number and source of part-time personnel. How the proposer proposes to continue and participate in the total effort of making a successful operation.
 - (2) Any other information the proposer believes will be helpful to Metro in making a selection.
- b. Detail and comprehensiveness of the Proposal are important to Metro and will be considered in making the selection.
- c. Specific factors will be applied to proposal information to assist Metro in its task of selecting the most-qualified Contractor for this Contract Agreement. General guidelines for evaluation are as follows:
 - (1) Financial capability to perform the Contract Agreement. Ability to provide necessary services within the guidelines parallel to the goals and requirements of Metro.

- (2) Background in District Energy System development and/or management.
Experience in utility rate setting and development of rate structures.
- (3) Operational expertise as evidenced by staff training/manual procedures,
provision of (and availability of) financial data to Metro in a recognized GAAP
format, and any other information in this area helpful to Metro's Selection
Committee.

- **Tab II, Business Plan**

Include:

- Description of the proposed contract team, and the role to be played by each member of the proposed team.
- Proposed team organizational structure, interrelationships, and interactions.
- Detailed plan of proposed approach (including major tasks and sub-tasks).
- Proposed service quality plan.
- Proposed public relations plan.
- Resumes' of all personnel who will be involved in providing the required services, and the estimated number of hours each month such person will contribute to the project/contract.

- **Tab III, Compensation and Cost Data**

Provide the guaranteed maximum total cost for which your firm will provide the work described in this Request for Proposal.

Provide the hourly rate for each employee expected to perform duties associated with the contract.

Tab IV, Corporate Experience and Capacity

Provide information, which documents your firm's and subcontractors' qualifications to produce the required services and service levels, including its ability, capacity, independence, skill, financial strength, and number of years of experience in providing the required services to similar facilities.

- **Tab V, Key Personnel**

Provide information on key personnel of your firm including your proposed general manager responsible for providing the services requested in this RFP.

- **Tab VI, Client Listings**

Respond to questions in Exhibit II of this RFP.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal, or cancellation of the contract and your suspension or debarment from further business with Metro.

- **Tab VII, Committed Level of Small Business Participation**

See section 8 on page 11 of this RFP for information to be provided.

- **Tab VIII, Acceptance of Conditions**

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

L) Proposal Evaluation Panel and Evaluation Factors

A panel appointed by the Metropolitan Government Purchasing Agent will evaluate proposals. Other agencies and consultants of the Government also may examine documents.

The factors to be considered in the evaluation of proposals are listed below. While the Government believes all these items to be of importance, they are ranked in descending order of importance.

- 1. Corporate experience and capacity, including the proposer's ability, skill, qualifications of key personnel and knowledge of the types of services to be provided under the agreement. (40%)**
- 2. Proposer's cost to Metro (30%)**
- 3. Proposer's business plan for the delivery of services (20%)**
- 4. Previous customer evaluations of contract performance in similar or related projects. (5%)**
- 5. Committed measurable level of small business participation. (5%)**

Contract No.:

Date:

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
CONTRACTOR/VENDOR NAME
FOR PURCHASE OF SERVICES**

This contract is entered into on this ____ day of _____ 2006, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee ("Metro") and _____ ("Contractor"). This contract consists of the following documents:

- ***This document,***
- ***Request For Proposal (RFP)# 06-66,***
- ***Contractor's Response, and***
- ***Certificate of Insurance_____***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***any properly executed amendment or change order to this contract (most recent with first priority),***
- ***this contract,***
- ***RFP 06-66,***
- ***Contractor's Response, and***
- ***Certificate of Insurance_____***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and Metro agrees to purchase the following services:

Metro District Energy System Project Administration Consulting Services

2. **Term.**

- a) The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. Metro contemplates that the contract term will begin on or about ____ (beginning date). The initial contract term will end on ____ (ending date) (five years).

b) In no event shall the term of this contract exceed five (5) years.

3. **Compensation.** Contractor shall be paid by Metro on a monthly basis as follows:

- a) ___ single payment following completion,
- b) ___ monthly, beginning
- c) ___ quarterly, beginning
- d) ___ other (explain) _____

There will be no other charges or fees for the performance of this contract. Contractor will make all reasonable efforts to make payments within 30 days of month's end. Contractor will make reasonable efforts to make payments to Metro within 15 days of month's end but in any event shall make payment within 30 days.

4. **Electronic Payment.** Upon request by Metro, the Contractor shall have thirty (30) days to complete and sign Metro's form authorizing electronic payments to Metro. Thereafter, all payments to Metro, under this or any other contract the Contractor has with Metro, shall be made electronically.

5. **Taxes.** Metro shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

6. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Metro to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless Metro against any award of damages and costs made against Metro by a final judgment of a court of last resort in any such suit. Metro shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Metro reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Metro unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council.

b) If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

- i) *Procure for Metro the right to continue using the products or services.*
- ii) *Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Metro, so that they become non-infringing.*
- iii) *Remove the products or discontinue the services and cancel any future charges pertaining thereto.*
- iv) *Provided, however, that Contractor will not exercise option b.iii. until Contractor and Metro have determined that options b.i. and b.ii. are impractical.*

c) Contractor shall have no liability to Metro, however, if any such infringement or claim thereof is based upon or arises out of:

- i) *The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.*
- ii) *The use of the products or services in a manner for which the products or services were neither designated nor contemplated.*
- iii) *The claimed infringement in which Metro has any direct or indirect interest by license or otherwise, separate from that granted herein.*

7. Termination--Breach. Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Metro shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Metro for damages sustained by virtue of any breach by Contractor.

8. Termination--Notice. Metro may terminate this contract at any time upon thirty (30) days written notice to Contractor.

9. Compliance with Laws. Contractor agrees to comply with any applicable federal, state and local laws and regulations.

10. Notices and Designation of Agent for Service of Process.

a) Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Metro's Chief Accountant, Division of Accounts, Department of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201, with a copy to the recipient for Metro notices listed below. All other notices to Metro shall be mailed or hand delivered to:

Department: *Finance*
Att'n: *Mike Bradley*
Addr: *Real Property, Suite 701*
222 Third Avenue North
Nashville, TN 37201

- a) Notices to Contractor shall be mailed or hand delivered to:

Contractor: _____
Att'n: _____
Addr: _____

Telephone _____
Fax _____
E-mail _____

- b) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: _____
Att'n: _____
Addr: _____

- 11. Maintenance of Records.** Contractor shall maintain documentation for all charges due Metro. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
- 12. Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Metro, the Department of Finance/Division of Internal Audit, or their duly appointed representatives.
- 13. Metro Property.** Any Metro property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair,

and shall be returned to Metro by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Metro property. See Exhibits II and XII herein.

- 14. Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.
- 15. Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- 16. Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 17. Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 18. Non-Discrimination.** It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, all Proposers entering into contracts with Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- 19. Insurance.** During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

- 1.) Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form with a limit of not less than one million (\$1,000,000.00) dollars each occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit. Coverage should include contractual liability and fire damage legal liability.
- Such insurance shall:
- a.) Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
 - b.) For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 2.) Comprehensive Automotive Liability Bodily Injury and Property Damage Insurance including vehicles owned, hired, and non-owned, with a combined single limit of not less than one million (\$1,000,000.00) dollars each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- 3.) Worker's Compensation (If applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
- 4.) An excess liability insurance policy in form acceptable to Metro covering the Services being provided hereunder in an amount not less than Ten Million Dollars (\$10,000,000) for each incident. Metro shall be named as an additional insured under this policy.
- 5.) A fidelity guarantee insurance policy in form acceptable to Metro covering the Services being provided hereunder in an amount no less than One Million Dollars (\$1,000,000). Metro shall be named as a loss payee under this policy; and

6.) Insurance against loss and/or damage to Metro-owned furnishings, equipment, and other personal property upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverages in an amount equal to the replacement costs of such property used in this agreement on the premises. Insurance coverage for business interruption should also be sufficient to provide for the payment of commission and other costs during any interruption of Contractor's business because of fire or other cause. Contractor shall hold Metro harmless for claims of lost profits in the event of a casualty.

7.) *Other Insurance Requirements.* Contractor shall:

- a. Not less than 30 days prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201.
- b. The coverage provided under such policies shall be occurrence-based, not claims made.
- c. Contractor hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Contractor under this Agreement, including without limitation, Contractor's indemnification obligations.
- d. The insurer shall agree to waive all rights of subrogation against Metro and its respective officers, employees, and agents for losses arising from work performed by Contractor or Sub-Contractors.
- e. Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.
- f. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- g. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract. Notwithstanding any other provision of this Contract, upon notification by Metro that it has a reasonable belief that the Contractor has failed to secure or maintain insurance as required by this Contract, the Contractor shall not enter upon the facility until the Contractor has secured and is maintaining insurance as required by this Contract.
- h. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Risk Manager.
- i. Require all Sub-Contractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's

Compensation/Employers Liability insurance (unless Sub-Contractors' employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to Metro without expense immediately prior to the commencement of services of Sub-Contractor. All coverages for Sub-Contractors shall be subject to all the requirements stated herein.

- j. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by Metro prior to the commencement of services.
- k. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.
- l. The placement and storage of personal property in the Premises or any other Metro facility shall be the responsibility, and at the sole risk, of the Contractor.

20. Contractor shall indemnify, defend, and hold harmless Metro and its respective officers, agents, and employees from and against any and all losses, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") arising from (i) Contractor's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions (collectively the "**Laws**") applicable to Contractor's performance of this Agreement, (ii) any unlawful acts on the part of Contractor or its officers, agents, employees, or subcontractors, (iii) personal or bodily injury to or death of persons or damage to the property of Metro to the extent caused by the negligent acts, errors, and/or omissions or the willful misconduct of Contractor or its officers, agents, employees, or subcontractors, or (iv) the material breach or default by Contractor or its officers, agents, employees, or subcontractors of any provisions of this Agreement. The indemnity provisions set forth in this paragraph shall survive the termination of this Agreement

21. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless Metro, its officers, agents and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) Pursuant to Tennessee Attorney General Opinion 93-01, Metro will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

- d) Contractor shall pay Metro any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
22. **Attorney Fees.** Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Metro prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.
23. **Assignment--Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF METRO'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 222 THIRD AVENUE NORTH, SUITE 750, NASHVILLE, TENNESSEE 37201.
24. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
25. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
26. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
27. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
28. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

29. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:**

Purchasing Agent:

RECOMMENDED:

Department Head

by:

its: Director

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Director of Finance

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Date: _____

CONTRACTOR

Company: _____

BY: _____

Title: _____

**Sworn to and subscribed to before me, a
Notary Public, this _____
day of _____, 200 __ ,
by _____ ,
the _____ of
Contractor and duly authorized to
execute this instrument on Contractor's
behalf.**

Notary Public

My Commission Expires _____

Affidavits

State of _____

County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Metropolitan Government, Offeror certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 200____.

Notary Public

My commission expires: _____

List of Proposed Small Businesses

RFP # _____

Proposer _____

Name: _____

	Small Business Name	Small Business Address and Phone Number	Industry of Work to be Performed by this Small Business (see <i>Instructions below this table</i>)	Minimum <i>Percentage</i> of total contract dollars to be spent with this Small Business
1.				
2.				
3.				
4.				
5.				
6.				

INSTRUCTIONS:

- If more than six (6) Small Businesses are to be listed, please attach an additional sheet.
- For the “Industry of Work to be Performed by this Small Business” column, you must enter an Industry listed here: Agriculture, Forestry, Fishing; Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Finance, Insurance, Real Estate; Transportation, Commerce, and Utilities; Service Industry
- If this RFP is for Construction Design and Build services, you are not required to submit small business names and addresses services/products **related to the build phase of this project**. However, you must identify the minimum percentage of total contract dollars to be spent with a small business (column 3) by industry of work (column 4).

Submission of a proposal shall constitute Proposer’s representation that neither Proposer nor an officer, agent or employee of Proposer, or the spouse, parent or child of an officer, agent or employee of Proposer, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this Proposal and Contract.

Signature

Type/Print Name and Title

AFFIDAVIT FOR CLAIMING STATUS AS A SMALL BUSINESS

RFP #

STATE OF _____ COUNTY OF _____

PROPOSER OR PROPOSED SUBCONTRACTOR AFFIRMS THAT IT IS A SMALL BUSINESS AS DEFINED BY THE CODE OF LAWS OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE REGULATIONS THERETO.

AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN CODE OF LAWS;

“Small Business” means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

FURTHER, REGULATION 4.44.010.02 STATES:

Small businesses are those businesses which meet the criteria established by [Section 4.44.010] and whose annual sales or number of employees does not exceed the per industry amounts set forth below. The amounts set forth below are an either/or requirement. For example, a Service Industry small business meets this portion of Metro’s requirements if the business has annual sales of \$600,000 and 9 employees OR if it has annual sales of \$400,000 and 10 employees.

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES
Agriculture, Forestry, Fishing	\$500,000	9
Mining	\$1,000,000	49
Construction	\$2,500,000	19
Manufacturing	\$1,000,000	99
Wholesale Trade	\$1,000,000	19
Retail Trade	\$500,000	9
Finance, Insurance, Real Estate	\$500,000	5
Transportation, Commerce, and Utilities	\$500,000	9
Service Industry	\$500,000	9

Further, in order to be considered a small business, a business must:

- a) Have demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or Proposer, as specified by the Purchasing Agent;
- b) Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e.: a large business);
- c) Have performed independently and satisfactorily during each of the two most recent calendar years **and** performed a total of at least \$100,000.00 worth of work (during the two most recent calendar years) in the category of the work for which a contract or subcontract is sought

- d) Not be owned, controlled, or directed by individuals or groups on individuals who own, control, or direct a large business involved in the same category of work as the business for which small business status is sought;
- e) If a supplier, be an authorized regular distributor with normal wholesale agreements for the product or products to be supplied;
- f) If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

Please provide the following information for the Proposer or Proposed Subcontractor:

Industry (specify one of the Industries from the table above) _____ AND

Sales volume for previous calendar year _____ AND

Average number of employees for previous calendar year _____

AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN CODE OF LAWS;

“Disadvantaged Business” means a **small business** which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage or disability.

Please check the appropriate box(es) below:

☐ Proposer or Proposed Subcontractor DOES NOT claim Disadvantaged Business status

OR

☐ Proposer or Proposed Subcontractor claims Disadvantaged Business status as a:
(check all that apply)

☐ Women-owned small business

☐ Disabled-owned small business

☐ Minority-owned small business (check only one box below)

☐ African American-owned small business

☐ Hispanic American-owned small business

☐ Asian American-owned small business

☐ Native American-owned small business

☐ Other minority-owned small business (Please describe here

_____)

Proposer /Subcontractor Name

Signature

Sworn to and Subscribed Before Me, a Notary Public,
for the above State and County, on this _____
Day of _____, 2003.

Notary Public

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE
OFFICE OF THE TREASURER
ACH (AUTOMATED CLEARING HOUSE) CREDITS**

COMPANY NAME _____

Federal Identification Number or Social Security Number (under which you are doing business with Metro) _____

I (We) hereby authorize the Treasurer of the Metropolitan Government of Nashville and Davidson County, hereafter called METRO TREASURER, to initiate credit entries to my (our) (*select type of account*) _____CHECKING or _____SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until METRO TREASURER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford METRO TREASURER and DEPOSITORY a reasonable opportunity to act on it.

.....
Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank Official contacted:

_____ Phone _____

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT/ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____

(Please print names of authorized account signatory)

SIGNED _____ DATE _____

SIGNED _____ DATE _____

Phone _____

Can your bank receive the following ACH formats:

Yes___ No___ CCD+

Yes___ No___ CTX

Yes___ No___ ANSI.X12820

**PLEASE MAIL TO:
METRO TREASURER
222 3RD AVE NORTH, SUITE 110
P.O. Box 196300
NASHVILLE, TN 37219-6300**

EXHIBIT I

Proposer's Qualifications

The proposer submitting this proposal warrants that said proposer has the following qualifications:

- d. That the principal firm, partnership, or corporation or its parent company making application has been in continuous existence for a period of the past five (5) years or more.
- e. That the principal proposer or its parent company has, for at least the past five (5) consecutive years, provided similar management or over-sight services.
- f. That the principal proposer or its parent company can satisfy all requirements as noted in this RFP. Additional information (over and above that noted in this RFP) should be attached with this form as Addendum Information.

g. Corporate Resolution

All corporate proposals shall include a duly-executed resolution of their Board of Directors, either approving the particular proposal being submitted or specifically authorizing and empowering a designated agent of said corporation to bind the corporation in all matters involving, relating to, or incidental to the submission of a proposal hereunder and, if accepted by Metro, the corporation's full performance under the terms of this consulting Agreement.

- h. In the event that the proposer selected to provide services hereunder is a foreign corporation, it shall file to conduct business in the State of Tennessee prior to conducting any business in that state. Although Metro does not require foreign corporate proposers to qualify in Tennessee *prior* to submitting a *proposal*, it is

specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in Tennessee at their own expense, upon the written request of Metro without regard to whether such corporation is actually awarded the Contract Agreement, and in the event that the award is made, prior to conducting any business in the state.

EXHIBIT II

Minimum Financial and Experience Requirements

The proposer submitting this proposal warrants that said proposer has the following qualifications:

That the principal proposer or its parent company can satisfy all requirements as noted under this RFP.

INFORMATION TO BE FURNISHED WITH PROPOSAL:

PLEASE PRINT OR TYPE IN BLANK SPACES

1. Date Submitted _____

Submitted by: _____

2. Proposer is: (a) _____

(Full Name)

If proposer is an _____

individual, fill _____

in Paragraph (a) only. _____

(Street, City, and Zip)

and is sole Manager of, and doing business as:

OR (b) a commercial partnership composed of the following partners:

If proposer is an _____

partnership, fill _____

in Paragraph (b) only. _____

(Give Names and Addresses of all Proposers)

doing business as: _____

(Trade Name)

domiciled at: _____

(Street, City, and Zip)

In the state of: _____

and which Contract Agreement will be signed by:

(Name of Partner)

A member of the co-partnership.

Additionally, please submit a copy of the partnership agreement and a partnership certification evidencing the existences of the partnership and the authority and incumbency of the person signing on behalf of the partnership.

OR (c) a corporation organized under the laws of the state of

_____domiciled

If bidder is a corporation, fill at: _____

in Paragraph (c) only. _____
(Street, City, and Zip)

and authorized to do business in the State of Tennessee and which Contract Agreement will be signed by:

(Name of Officer)

Officer who signs Contract Agreement for successful bidder must furnish Notary with an extract of minutes of corporation's Board of Directors showing his authority to act for the corporation

Additionally, the corporation should submit an officer's certificate containing a copy of the current minutes of the corporation authorizing the corporation and the individual officer to act and stating the incumbency of the acting office.

4. The following named surety company authorized to do and doing business in the State of Tennessee will execute the bonds for performance guarantee for the proposer:

(Name and Address of Bonding Agency)

5. Number of years of experience of the proposer making this proposal:

TYPE OF OPERATIONS

YEARS OF EXPERIENCE

6. Give the names and locations of places with prioritization of similar projects, at which your organization has operated above-mentioned facilities, together with the dates of operation (attach additional pages as necessary):

<u>Type of Operation</u>	<u>Name</u>	<u>Location</u>	<u>Dates</u>
------------------------------	-------------	-----------------	--------------

7. State approximately the contract fees paid to your firm or organization from the operation of the aforesaid facilities over one (1) year of operations:

(Location)	(Year)
------------	--------

8. List below the names, addresses, & contact person of your clients for the operations listed in Item 5 above:

<u>Operation</u>	<u>Client</u>	<u>Address</u>	<u>Contact Person</u>	<u>Phone</u>
------------------	---------------	----------------	-----------------------	--------------

9. Have any contracts held by Offeror for Project Administration Consulting Services for District Energy Systems been canceled?

Yes () No () If yes, explain in detail the specifics of these circumstances on separate attached pages.

10. Bank References:

Bank:

Address:

11. Annual financial statements for each proposer (and each joint venture partner) for the most recent fiscal year period, certified by an independent certified public accountant, must be furnished.

EXHIBIT III

Miscellaneous Operational Data

See documentation that has been provided at the following web link:
http://www.test.nashville.gov/finance/Support_Services/purchasing/bob/rfp_0666_prep.htm

This extensive documentation is provided so that the Offeror/Proposer may understand what will be required for performance under the contract.